

8080008

**Agreement Between
Owner and Contractor -
Stipulated Sum**

**REV. October 18, 2006
(CCSTIPSM)**

DEVELOPMENT

MAR 17 2008

AGREEMENT #

made as of the 3rd day of March, in the year 2008.

BETWEEN the Owner:
(Name and Address)

Circuit City Stores, Inc.
9950 Mayland Drive
Richmond, Virginia 23233

and the Contractor:
(Name and Address)

S. M. Wilson & Company
2185 Hampton Avenue
St. Louis, MO 63139

The Project is:
(Name and Location)

201 East Center, Building 21
Killeen, TX

The Architect is:
(Name and Address)

WD Partners
909 Lake Carolyn Parkway, Suite 600
Irving, TX 75039



RECEIVED

MAR 28 2008

S.M. WILSON & CO.

STIPULATED SUM CONTRACT
CIRCUIT CITY STORE #3882
KILLEEN, TX
S. M. WILSON & COMPANY
MARCH 3, 2008

The Owner and Contractor agree as set forth below.

ARTICLE 1
THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 7.

ARTICLE 2
THE WORK OF THIS CONTRACT

The Contractor shall execute the entire Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others, or as follows:

ARTICLE 3
DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3.1 The date of commencement is the date from which the Contract Time is measured, and shall be the date of this Agreement, as first written above, unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

START OF CONSTRUCTION - 3/17/2008 ✓

Unless the date of commencement is established by a notice to proceed issued by the Owner, the Contractor shall notify the Owner in writing not less than five days before commencing the Work.

3.2 The Contractor shall achieve substantial Completion of the entire Work (the "Date of Substantial Completion") not later than

DATE OF SUBSTANTIAL COMPLETION (TURNOVER) - 7/22/2008 ✓

, subject to adjustments of this Contract Time as provided in the Contract Documents.

ARTICLE 4 CONTRACT SUM

4.1 The Owner shall pay the Contractor in current funds for the Contractor's performance of the Contract the fixed, stipulated Contract Sum of One Million, Sixty-Nine Thousand Dollars (\$ 1,069,000), subject to additions and deductions as provided in the Contract Documents.

4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
See Exhibit G – Letter of Intent

4.3 Unit prices, if any, are as follows
See Exhibit D – Bid Breakdown

4.4 In the case of additive or deductive Work authorized under Article 12 of the General Conditions of the Contract for Construction, Contractor's markups shall be limited to Seven percent (7%) for profit and overhead, and Subcontractor's markups shall be limited to Fifteen percent (15%) for profit, and overhead in accordance with Article 5 of the General Conditions.

ARTICLE 5 PROGRESS PAYMENTS

5.1 Based upon Applications for Payment submitted to the Owner by the Contractor, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and in accordance with the General Conditions.

5.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

5.3 Provided an Application for Payment is received by Owner, and such Application for Payment conforms in all respects to the requirements set forth in the General Conditions, Owner shall make payment to Contractor as provided in the General Conditions.

5.4 Each Application for Payment shall be based upon the Schedule of Values submitted by the Contractor in accordance with the Contract Documents. The Schedule of Values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment.

5.5 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

5.6 Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed in accordance with the General Conditions.

**ARTICLE 6
FINAL PAYMENT**

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when (1) the Contract has been fully performed by the Contractor except for the Contractor's responsibility to correct nonconforming Work as provided in the General Conditions and to satisfy other requirements, if any, which necessarily survive final payment; and (2) Contractor has satisfied all other conditions precedent as set forth in the General Conditions. Final payment shall not be made any sooner than thirty (30) days after the Date of Final Completion of the Work as specified in the General Conditions. Contractor shall be solely responsible for assuring full compliance with all local laws, and Contractor agrees to defend and indemnify Owner from and against all actions, claims and demands relating to or arising out of Contractor's performance or failure to perform under this Agreement.

**ARTICLE 7
ENUMERATION OF CONTRACT DOCUMENTS**

7.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

7.1.1 The Agreement is this executed Agreement Between Owner and Contractor - Stipulated Sum.

7.1.2 The General Conditions are the Circuit City Stores, Inc. General Conditions of the Contract for Construction August 30, 2006, Revision., Exhibit A, attached hereto.

7.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated _____ and are as follows:

SEE EXHIBIT B DRAWINGS and SPECIFICATIONS

7.1.4 The Specifications are those contained in the Project Manual dated as in Subparagraph 7.1.3, and are as follows:

SEE EXHIBIT B DRAWINGS and SPECIFICATIONS

7.1.5 The Drawings are as follows, and are dated _____ unless a different date is shown below:

SEE EXHIBIT B DRAWINGS and SPECIFICATIONS

7.1.6 The addenda, if any, are as follows:

SEE EXHIBIT G - LETTER OF INTENT

STIPULATED SUM CONTRACT
CIRCUIT CITY STORE #3882
KILLBURN, TX
S. M. WILSON & COMPANY
MARCH 3, 2008

8080008

Portions of addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 7.

7.1.7 Other documents, if any, forming part of the Contract Documents are as follows:

EXHIBIT B-1	EXCLUSIONS and CLARIFICATIONS
EXHIBIT B-2	PRE-BID MEETING MINUTES 2/13/2008
EXHIBIT D	BID FORM
EXHIBIT E	INSURANCE
EXHIBIT F	NOTICE TO PROCEED
EXHIBIT G	LETTER OF INTENT
EXHIBIT H	INVITATION TO BID

This Agreement is entered into as of the day and year first written above and is executed in at least three original copies of which one is to be delivered to the Contractor, one to the Architect, and the remainder to the Owner.

OWNER

CONTRACTOR

CIRCUIT CITY STORES, INC.

S. M. Wilson & Company

(Signature)

(Signature)

John B. Mulleady
Vice President

SCOTT J. WILSON

(Printed Name) Real Estate & Construction

(Printed Name)

(Title)

(Title)

PRESIDENT

8080008

EXHIBIT A

GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

dated MARCH 3, 2008, between

CIRCUIT CITY STORES, INC. ("Owner"),

and S. M. Wilson & Company ("Contractor")

REV. January 31, 2007

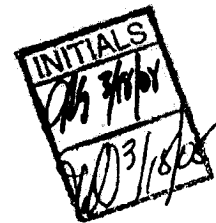


TABLE OF CONTENTS

1. WORK TO BE PERFORMED, DOCUMENTS FORMING THE AGREEMENT, AND DEFINITIONS.....	2
2. DUTIES OF CONTRACTOR.....	4
3. DUTIES OF OWNER.....	7
4. CONTRACT SUM AND COST OF CONSTRUCTION.....	8
5. CHANGES IN THE WORK.....	8
6. PAYMENT BY OWNER.....	10
7. TIME OF THE WORK.....	12
8. CONTRACTOR'S DEFENSE, INDEMNIFICATION, WARRANTIES AND GUARANTEES.....	14
9. INSURANCE.....	17
10. OWNERSHIP OF THE WORK.....	20
11. ACCOUNTING, INSPECTION AND AUDIT.....	20
12. DISPUTE RESOLUTION.....	21
13. TERMINATION OF AGREEMENT.....	22
14. TEMPORARY CONSTRUCTION FACILITIES.....	23
15. USE OF SITE AND PREMISES.....	24
16. SUBMITTALS TO OWNER.....	25
17. SHOP DRAWINGS.....	26
18. SAMPLES.....	27
19. RECORD DRAWINGS AND MAINTENANCE INSTRUCTIONS.....	28
20. MATERIALS AND EQUIPMENT.....	28
21. SUBSTITUTION OF MATERIAL.....	29
22. WORKERS AND WORKMANSHIP.....	30
23. INSPECTION OF WORK AND TESTING OF MATERIALS.....	30
24. CORRECTION OF WORK.....	31
25. CUTTING AND PATCHING.....	32
26. CLEAN-UP.....	33
27. PROTECTION OF THE WORK.....	33
28. PROTECTION OF PERSONS AND PROPERTY.....	34
29. FIRE PRECAUTIONS AND PROTECTION.....	35
30. ENVIRONMENTAL CONTROL.....	36
31. MISCELLANEOUS.....	36

1. Work To Be Performed, Documents Forming The Agreement, and Definitions

1.1 Contractor shall provide, perform and/or cause to be provided or performed all of the "Work," set forth in Article 2 of the Agreement. The "Work" includes the following:

- (a) All of the labor, materials (including associated purchase orders and subcontracts), equipment and services necessary for the proper management, construction and completion of the Project in accordance with the Contract Documents and the "Construction Documents" (as defined below);
- (b) All work shown on the Drawings;
- (c) All improvements in connection with the Project and all site work for the Project;
- (d) The "Subcontracted Work" and the "General Contractor Work," both as defined below;
- (e) All other items to be performed or provided under the terms hereof by the Contractor or designated herein as included in the Work; and
- (f) All other work necessary or appropriate to construct the Project in accordance with the Contract Documents, excluding only work marked "NIC" on the Drawings and Specifications and the items listed as "Exclusions" on Exhibit B-1 attached to and made a part of the Agreement.

1.2 The terms "Subcontracted Work" and "General Contractor Work" shall have the following meanings:

- (a) "Subcontracted Work" shall mean all Work not performed by Contractor's own personnel.
- (b) "General Contractor Work" shall mean all Work to be performed, supervised or directed by Contractor's own personnel of whatever nature; purchase orders for General Contractor Work; all Work recognized as being the responsibility of the general contractor under the Agreement; the payment and performance by General Contractor of all of its obligations under the Agreement including those set forth in Section 4 hereof; and such other work as shall be necessary for the proper management, layout, direction and supervision of all Subcontracted Work.

1.3 Any written change to this Agreement shall be in writing and signed by Owner and Contractor and, when so signed, shall constitute a "Change Order" binding on the parties hereto, shall become part of this Agreement and, where inconsistent herewith, shall amend the Agreement. Changes in the Work and "Change Orders" shall be handled as set forth in Section 5, herein.

1.4 The "Contract Documents" are those documents set forth in Article 1 of the Agreement, and further enumerated in Article 7 of the Agreement.

1.5 The "Architect" is the person or organization licensed to practice architecture and identified in the Agreement, and shall be deemed to include the Architect's duly authorized representatives, including engineers on the Architect's staff and consultants and engineers employed by the Architect. The Architect shall at all times have access to the Work wherever it is in preparation and progress. The Contractor shall provide access so the Architect may perform his functions under his agreement with the Owner. The Architect will review shop drawings, samples and other construction data, and may, as requested by Owner, render decisions regarding the design and other elements specified by or within the Architect's area of expertise. Nothing contained in the Contract Documents shall create any contractual relationship between the Architect and the Contractor. The Architect will not be responsible for the acts or omissions of the Contractor, any subcontractors, any of their agents or employees or any other persons performing any

of the Work. The Architect will not be responsible for construction means, methods, techniques, sequences or procedures, nor for safety precautions, including requirements of OSHA or programs in connection with the Work, and he will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

1.6 A "subcontractor" is a person or organization who has a direct contract with the Contractor to perform any of the Work on the Project. A sub-subcontractor is a person or organization who has a direct or indirect contract with a subcontractor to perform any of the Work on the Project. Where the context so requires or suggests, the term "subcontractor" shall also be deemed to refer to sub-subcontractors. The terms subcontractor and sub-subcontractor are referred to throughout the Contract Documents as if singular in number and masculine in gender, and mean a subcontractor or sub-subcontractor, as the case may be, and its respective authorized representatives.

1.7 Contractor agrees, with respect to any items or trades treated as an allowance under the "Contract Sum", as hereinafter defined, (i) to work closely with Owner and the Architect to reduce any allowance quotation submitted by Contractor, (ii) to re-bid major trades and subcontracts when requested by Owner, (iii) to suggest to Owner changes which Contractor believes will result in a lower cost for such allowance items and (iv) to provide Owner and its representatives (including the Architect) with full access to all information underlying Contractor's calculation of such allowance.

1.8 In general, Drawings shall show dimensions, positions, materials and kinds of construction. Specifications shall describe quality of materials, workmanship and methods. Work called for on the Drawings and not mentioned in the Specifications, or vice versa, shall be performed as though fully set forth in both. Work not particularly detailed, marked or specified shall be the same as similar parts that are detailed, marked or specified. Should Contractor become aware of an error in the Specifications or Drawings, or in work by others affecting this Work, the Contractor shall at once notify in writing the Owner who will issue instructions as to procedure. If the Contractor proceeds with the Work based on any such error of which Contractor is aware, or if which in the exercise of reasonable care and diligence should be aware, without instructions from the Owner, the Contractor shall correct, at no cost to Owner, any resulting damage or defects. This includes Specification typographical errors and Drawing notational errors where the intent is doubtful. Figured dimensions on scale Drawings and on full-size Drawings shall govern. In the event of a conflict between the Specifications and the Drawings, regarding material, quality, size, shape or dimension, the Specifications shall govern.

1.8.1 Contractor shall visit the site, familiarize himself with the local conditions under which the Work is to be performed and correlate his observations with the requirements of the Contract Documents.

1.8.2 The Contract Documents are complementary and what is required by any one shall be as binding as if required by all. The intention of the Contract Documents is to include all labor, materials, equipment and other items as provided herein necessary for the proper execution and completion of the Project. It is intended that Work not covered under any heading, section, branch, class or trade of the Specifications shall be supplied if it is required elsewhere in the Contract Documents or is reasonably inferable as being necessary to produce the intended results. Words which have well-known technical or trade meanings are used herein in accordance with such recognized meanings.

1.9 As used herein, the terms "days" shall mean calendar days.

2. Contractor Duties

2.1 The relationship of Contractor with Owner shall be that of an independent contractor. However, Contractor recognizes the relationship of trust and confidence established by the Agreement and agrees to furnish its best skill and judgment and to cooperate with Owner, the Architect and such other consultants as may be engaged by Owner in pursuing the best interests of Owner. Contractor agrees to furnish efficient business

administration and supervision in connection with the Project and to maintain at all times an adequate supply of workmen and materials and to use its best efforts to perform the Work in the best workmanlike manner and in the most expeditious and economical manner, consistent at all times with the best interest of Owner. Contractor shall meet with Owner and Owner's agents, at such time, and from time to time, as Owner requests to review the Work and the progress schedule, and for such other purposes as Owner desires.

2.2 Commencing with the execution of the Agreement, Contractor shall furnish Owner with information concerning costs, availability of materials and equipment, methods of construction and other pertinent information which Contractor may possess or obtain and which may be of value to Owner in completing the Project. Contractor shall report to the Owner and Architect, in writing, any inconsistencies, errors and omissions in the Construction Documents which Contractor may observe or which may come to its attention, and Contractor shall require its subcontractors to report to Contractor or the Owner and Architect, in writing, any such inconsistencies, errors and omissions which they may observe or which may come to their attention.

2.3 Contractor shall provide for the benefit of the Project a competent and skilled field organization containing at all times a sufficient number of personnel to perform the Work and to supervise such performance, including a project manager, project engineers, superintendents and assistants, foremen, engineers and detailers, timekeepers and clerks, cost accountants, material checkers, watchmen, skilled and common laborers and such other workmen and supervisory personnel as the Work may require. Both the number of persons from time to time employed in connection with the Project by Contractor, and the persons so employed, shall be subject to the approval of Owner, which approval shall not be unreasonably withheld. Contractor shall supervise all of the Work, including all Subcontracted Work, and shall prepare all schedules, estimates and reports as reasonably required by Owner.

(a) Contractor agrees to appoint a "Project Manager" for the Work, which Project Manager shall be responsible for the administration of this Agreement so long as he shall remain in the employ of Contractor or can be retained by Contractor.

(b) Notwithstanding the foregoing, Contractor agrees that, at the written request of Owner, the Project Manager and any successor(s) thereto shall be replaced by Contractor and another person acceptable to Owner shall be immediately engaged by Contractor as Project Manager. The Owner shall have the same right as it relates to the project superintendent, project engineer, and other supervisory project personnel.

2.4 Contractor shall provide and maintain a sufficient number of temporary buildings for the operation of its field organization and each of its subcontractors, Owner and the Architect, as well as for storage of all materials and housing of machinery, tools and equipment. Contractor shall provide such other temporary construction and facilities as may be required for the Work. Contractor further agrees to utilize staging areas, if designated by Owner.

2.5 Contractor at all times shall provide adequate and sufficient machinery, equipment, tools and supplies as may be required for the Work.

2.6 Contractor shall negotiate and award subcontracts and purchase orders subject to the terms of the Contract Documents. Owner shall have full access and rights to all information concerning the negotiation of all Subcontracted Work, purchase orders and all awards thereof in excess of Five Thousand Dollars (\$5,000.00).

(a) All purchases shall be made utilizing standard written purchase order forms. Each purchase order shall set forth in detail the pertinent data as to its terms and conditions consistent with the Agreement.

8080011

APPLICATION AND CERTIFICATION FOR PAYMENT

TO: Circuit City Stores, Inc.
9950 Mayland Drive
Richmond, VA 23233



APPLICATION NO: 6

PERIOD TO: 5-Nov-08

FROM: S.M. Wilson & Co.
2185 Hampton Avenue
St. Louis, MO 63139

PROJECT: Harker Heights, TX

CCSI PROJECT NO: #3882

CONTRACT DATE: 3-Mar-08

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
The detailed breakdown of this application is attached.

SEE ATTACHED SWORN STATEMENT FROM CONTRACTOR TO OWNER

1. ORIGINAL CONTRACT SUM\$ 1,069,000.00
2. NET CHANGE BY CHANGE ORDER\$ 56,954.21
3. CONTRACT SUM TO DATE (Line 1 + 2).....\$ 1,125,954.21
4. TOTAL COMPLETED TO DATE
(Column F on Details)\$ 1,125,954.21
5. RETAINAGE:
0 % of Completed Work
(Column D + E on Details)\$ 0.00
6. TOTAL EARNED LESS RETAINAGE
(Line 4 Less Line 5 Total)\$ 1,125,954.21
7. LESS PREVIOUS CERTIFICATES FOR
PAYMENT (Line 6 from prior Application)\$ 1,069,656.50
8. CURRENT PAYMENT DUE\$ 56,297.71
9. BALANCE TO FINISH, INCLUDING
RETAINAGE (Line 3 less Line 6)\$ 0.00

CONTRACTOR'S CERTIFICATION

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: S.M. Wilson & Co.

By: _____ Date: _____

State of: _____
County of: _____

Subscribed and sworn to before me
this _____ day of _____, 20____

Notary Public: _____
My Commission expires: _____

Contractor: Do not enter information below this line.

CIRCUIT CITY ACCOUNTING INFORMATION

Project ID: _____ Invoice No: _____
Req. No: _____ PO No: _____
Amount: _____ * Vendor ID: _____

Approved: _____

* EXPENSE PAYABLES, SEE COLUMN "I" FOR LINE ITEM AMOUNTS

Approved: _____

CHECK DUE DATE: _____

RETURN CHECK TO: ASHLEY HUDSON / CONSTRUCTION DEPARTMENT

vi-3

PAYMENT APPLICATION DETAILS

8080011

APPLICATION AND CERTIFICATION FOR PAYMENT

Contractor's signed certification is attached.

S.M. Wilson & Co.

APPLICATION NO: 6 Details Page 1 of 15

APPLICATION DATE: 5-Nov-08

PERIOD TO: 5-Nov-08

Harker Heights, TX #3882

A ITEM NO.	B DESCRIPTION OF WORK	C CONTRACT VALUE	D WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	E TOTAL COMPLETED TO DATE (D+E)	F % (F + C)	G BALANCE TO FINISH (C - F)	H RETAINAGE 0.0%	I AMOUNT DUE THIS PERIOD (E less .0%)	J ITEM NO.
	ORIGINAL CONTRACT								
	Mobilization		\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	
	Insurance		\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	
	Bond Cost		\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	
	General Conditions	\$106,004.00	\$106,004.00	\$106,004.00	100.00%	\$0.00	\$0.00	\$5,300.20	
1005	General Conditions	\$106,004.00	\$106,004.00	\$106,004.00	100.00%	\$0.00	\$0.00	\$5,300.20	1005
1010	GC OH&P (Fee)	\$69,369.00	\$69,369.00	\$69,369.00	100.00%	\$0.00	\$0.00	\$3,468.45	1010
2010	Site Clearing & Erosion Control		\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	2010
2020	Demolition		\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	2020
2030	Excavation & Grading		\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	2030
2040	Site Storm Drainage		\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	2040
2050	Site Utilities		\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	2050
2060	Concrete Walks		\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	2060
2070	Precast Bollards		\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	2070
2080	Site Retaining Walls		\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	2080
2090	Curb & Gutter and Entrances		\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	2090
2100	Concrete Paving		\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	2100
2110	Asphalt Paving, Base & Striping		\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	2110
2120	Exterior Fencing & Gates	\$1,400.00	\$1,400.00	\$1,400.00	100.00%	\$0.00	\$0.00	\$70.00	2120
2130	Landscaping & Irrigation		\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	2130
2140	Site Lighting		\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	2140
2999	Sitework - Other		\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	2999
3010	Concrete Foundations	\$322,208.00	\$322,208.00	\$322,208.00	100.00%	\$0.00	\$0.00	\$16,110.40	3010
3020	Concrete Slabs		\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	3020
3030	Concrete Sidewalks, Steps, Stoops, Pads		\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	3030
3060	Building Excavation & Backfill	\$5,500.00	\$5,500.00	\$5,500.00	100.00%	\$0.00	\$0.00	\$275.00	3060
3999	Concrete - Other		\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	3999
4050	Unit Masonry	\$72,314.00	\$72,314.00	\$72,314.00	100.00%	\$0.00	\$0.00	\$3,615.70	4050
4999	Masonry - Other		\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	4999
5010	Structural Metals	\$60,450.00	\$60,450.00	\$60,450.00	100.00%	\$0.00	\$0.00	\$3,022.50	5010
5020	Misc & Ornamental Metal		\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	5020
5999	Metals - Other		\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	5999
	Roof/Exterior Blocking		\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	
	Interior Blocking	\$11,716.00	\$11,716.00	\$11,716.00	100.00%	\$0.00	\$0.00	\$585.80	
6010	Rough Carpentry Subtotal	\$11,716.00	\$11,716.00	\$11,716.00	100.00%	\$0.00	\$0.00	\$585.80	6010
6020	Finish Carpentry		\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	6020
6030	Millwork		\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	6030
6999	Carpentry - Other		\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	6999
7010	Waterproofing		\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	7010
7020	Building Insulation		\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	7020

PAYMENT APPLICATION DETAILS

APPLICATION AND CERTIFICATION FOR PAYMENT

Contractor's signed certification is attached.

S.M. Wilson & Co.

Harker Heights, TX #3882

APPLICATION NO: 6 Details Page 2 of 5

APPLICATION DATE: 5-Nov-08

PERIOD TO: 5-Nov-08

A ITEM NO.	B DESCRIPTION OF WORK	C CONTRACT VALUE	D WORK COMPLETED FROM PREVIOUS APPLICATION (D+E)	E THIS PERIOD (F+G)	F TOTAL COMPLETED TO DATE (D+E)	G % (F+G)	H BALANCE TO FINISH (C-F)	I RETAINAGE 0.0%	J AMOUNT DUE THIS PERIOD (E less I)	K ITEM NO.
7040	Sheet Metal Work		\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	7040
7050	Roofing & Roof Insulation		\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	7050
7055	Exterior Metal		\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	7055
7060	Roof Accessories		\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	7060
7070	Caulking & Sealants	\$13,880.00	\$13,880.00	\$0.00	\$13,880.00	100.00%	\$0.00	\$0.00	\$694.00	7070
7999	Moisture Control - Other	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	7999
8010	Steel Doors & Frames	\$2,500.00	\$2,500.00	\$0.00	\$2,500.00	100.00%	\$0.00	\$0.00	\$125.00	8010
8020	Wood & Plastic Doors	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	8020
8030	Impact Doors	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	8030
8040	Overhead Doors	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	8040
8050	Entrance & Store Fronts	\$24,894.00	\$24,894.00	\$0.00	\$24,894.00	100.00%	\$0.00	\$0.00	\$1,244.70	8050
8060	Security Gates	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	8060
8070	Finish Hardware	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	8070
8080	Glass & Glazing	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	8080
8090	Fire Shutters	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	8090
8999	Doors, Windows & Glass - Other	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	8999
9010	Lath & Plaster / EIFS	\$92,445.00	\$92,445.00	\$0.00	\$92,445.00	100.00%	\$0.00	\$0.00	\$4,622.25	9010
	Framing		\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	
	Hanging Drywall		\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	
	Tape & Finish		\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	
9020	Stud & Drywall Subtotal	\$92,445.00	\$92,445.00	\$0.00	\$92,445.00	100.00%	\$0.00	\$0.00	\$4,622.25	9020
9030	Ceramic Tile	\$1,100.00	\$1,100.00	\$0.00	\$1,100.00	100.00%	\$0.00	\$0.00	\$55.00	9030
9040	Acoustical Ceilings	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	9040
9050	Carpet	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	9050
9060	Resilient Flooring	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	9060
9070	Sheet Vinyl Flooring	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	9070
9080	Rubber Flooring	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	9080
	Exterior Painting		\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	
	Interior Painting & WC		\$33,808.00	\$0.00	\$33,808.00	100.00%	\$0.00	\$0.00	\$1,690.40	
	Floors		\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	
9090	Painting/Wall Coverings Subtotal	\$33,808.00	\$33,808.00	\$0.00	\$33,808.00	100.00%	\$0.00	\$0.00	\$1,690.40	9090
9100	Flooring Material Allowance	\$600.00	\$600.00	\$0.00	\$600.00	100.00%	\$0.00	\$0.00	\$30.00	9100
9110	Marlite Panels (FRP)	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	9110
9999	Finishes - Other	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	9999
10010	Toilet Partitions	\$500.00	\$500.00	\$0.00	\$500.00	100.00%	\$0.00	\$0.00	\$25.00	10010
10020	Interior Signage	\$520.00	\$520.00	\$0.00	\$520.00	100.00%	\$0.00	\$0.00	\$26.00	10020
10030	Fire Extinguishers	\$350.00	\$350.00	\$0.00	\$350.00	100.00%	\$0.00	\$0.00	\$17.50	10030
10040	Toilet Accessories	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	10040
10070	Rolling Conveyor	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	10070
10080	Lockers	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	10080

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PAYMENT APPLICATION DETAILS

APPLICATION AND CERTIFICATION FOR PAYMENT

Contractor's signed certification is attached.

S.M. Wilson & Co.

Harker Heights, TX #3882

APPLICATION NO: 6 Details Page 3 of 53

APPLICATION DATE: 5-Nov-08

PERIOD TO: 5-Nov-08

A ITEM NO.	B DESCRIPTION OF WORK	C CONTRACT VALUE	D WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	E TOTAL COMPLETED TO DATE (D + E)	F % (F + C)	G BALANCE TO FINISH (C - F)	H RETAINAGE 0.0%	I AMOUNT DUE THIS PERIOD (E less 0%)	J ITEM NO.
10999	Specialties - Other	\$1,033.00	\$1,033.00	\$1,033.00	100.00%	\$0.00	\$0.00	\$51.65	10999
11010	Miscellaneous Equipment	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	11010
11020	Loading Dock Equipment	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	11020
11030	Elevators/Lifts	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	11030
12010	Window Treatment	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	12010
12020	Coat Rack	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	12020
12030	Floor Mats	\$350.00	\$350.00	\$350.00	100.00%	\$0.00	\$0.00	\$17.50	12030
	Underground Plumbing	\$27,388.00	\$27,388.00	\$27,388.00	100.00%	\$0.00	\$0.00	\$1,369.40	
	Overhead Plumbing	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	
	Plumbing Fixtures	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	
	Plumbing Insulation	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	
15010	Plumbing Subtotal	\$27,388.00	\$27,388.00	\$27,388.00	100.00%	\$0.00	\$0.00	\$1,369.40	15010
	Underground Fire Prot	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	
	Overhead Fire Prot	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	
	Fire Prot Assembly	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	
	Fire Prot Devices	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	
15020	Fire Protection Systems Subtotal	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	15020
	HVAC Roof Top Units	\$30,696.00	\$30,696.00	\$30,696.00	100.00%	\$0.00	\$0.00	\$1,534.80	
	HVAC Ductwork	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	
	HVAC Insulation	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	
	HVAC Registers, Grilles & Diffusers	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	
	HVAC Testing & Balancing	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	
15030	HVAC Subtotal	\$30,696.00	\$30,696.00	\$30,696.00	100.00%	\$0.00	\$0.00	\$1,534.80	15030
	Temporary Power	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	
	Rough Electric - Power	\$189,975.00	\$189,975.00	\$189,975.00	100.00%	\$0.00	\$0.00	\$9,498.75	
	Rough Electric - Low Voltage	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	
	Finish Electric	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	
	Light Fixture Installation	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	
	Switchgear Installation	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	
	NOVAR Controls	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	
	Fire Alarm System	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	
16090	Electrical Subtotal	\$189,975.00	\$189,975.00	\$189,975.00	100.00%	\$0.00	\$0.00	\$9,498.75	16090
16100	Electrical Allowance	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	16100
	ORIGINAL CONTRACT TOTALS	\$1,069,000.00	\$1,069,000.00	\$1,069,000.00	100.00%	\$0.00	\$0.00	\$53,450.00	

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PAYMENT APPLICATION DETAILS

APPLICATION AND CERTIFICATION FOR PAYMENT

Contractor's signed certification is attached.

S.M. Wilson & Co.

APPLICATION NO: 6 Details Page 4 of 153

APPLICATION DATE: 5-Nov-08

PERIOD TO: 5-Nov-08

Harker Heights, TX #3882

A ITEM NO.	B DESCRIPTION OF WORK	C CONTRACT VALUE	D WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	E TOTAL COMPLETED TO DATE (D+E)	F % (F + C)	G BALANCE TO FINISH (C - F)	H RETAINAGE 0.0%	I AMOUNT DUE THIS PERIOD (E less 0%)	J ITEM NO.
APPROVED CHANGE ORDERS									
Approved Change Order #1									
1005	General Conditions	\$201.60	\$201.60	\$201.60	100.00%	\$0.00	\$0.00	\$10.08	1005
1010	Overhead & Profit	\$95.00	\$95.00	\$95.00	100.00%	\$0.00	\$0.00	\$4.75	1010
16090	Electrical	\$1,155.68	\$1,155.68	\$1,155.68	100.00%	\$0.00	\$0.00	\$57.78	16090
	Change Order # 1 Subtotal	\$1,452.28	\$1,452.28	\$1,452.28	100.00%	\$0.00	\$0.00	\$72.61	
Approved Change Order #2									
1005	General Conditions	\$175.00	\$175.00	\$175.00	100.00%	\$0.00	\$0.00	\$8.75	1005
1010	Overhead & Profit	\$677.59	\$677.59	\$677.59	100.00%	\$0.00	\$0.00	\$33.88	1010
9020	Stud & Drywall	\$1,128.64	\$1,128.64	\$1,128.64	100.00%	\$0.00	\$0.00	\$56.43	9020
9090	Painting/Wall Coverings	(\$208.94)	(\$208.94)	(\$208.94)	100.00%	\$0.00	\$0.00	(\$10.45)	9090
15010	Plumbing	\$1,570.00	\$1,570.00	\$1,570.00	100.00%	\$0.00	\$0.00	\$48.50	15010
15030	HVAC	\$2,451.00	\$2,451.00	\$2,451.00	100.00%	\$0.00	\$0.00	\$122.55	15030
16090	Electrical	\$4,564.24	\$4,564.24	\$4,564.24	100.00%	\$0.00	\$0.00	\$228.21	16090
	Change Order # 2 Subtotal	\$10,357.53	\$8,585.24	\$10,357.53	100.00%	\$0.00	\$0.00	\$487.87	
Approved Change Order #3									
1010	Overhead & Profit	\$169.47	\$169.47	\$169.47	100.00%	\$0.00	\$0.00	\$8.47	1010
16090	Electrical	\$2,335.41	\$2,335.41	\$2,335.41	100.00%	\$0.00	\$0.00	\$116.77	16090
	Change Order # 3 Subtotal	\$2,504.88	\$2,504.88	\$2,504.88	100.00%	\$0.00	\$0.00	\$125.24	
Approved Change Order #4									
1005	General Conditions	\$131.50	\$131.50	\$131.50	100.00%	\$0.00	\$0.00	\$6.58	1005
1010	Overhead & Profit	\$92.65	\$92.65	\$92.65	100.00%	\$0.00	\$0.00	\$4.63	1010
16090	Electrical	\$1,192.15	\$1,192.15	\$1,192.15	100.00%	\$0.00	\$0.00	\$59.61	16090
	Change Order # 4 Subtotal	\$1,416.30	\$1,416.30	\$1,416.30	100.00%	\$0.00	\$0.00	\$70.82	
Approved Change Order #5									
1010	Overhead & Profit	\$1,249.50	\$1,249.50	\$1,249.50	100.00%	\$0.00	\$0.00	\$62.48	1010
9060	Resilient Flooring	\$17,850.00	\$17,850.00	\$17,850.00	100.00%	\$0.00	\$0.00	\$892.50	9060
	Change Order # 5 Subtotal	\$19,099.50	\$19,099.50	\$19,099.50	100.00%	\$0.00	\$0.00	\$954.98	
Approved Change Order #6									
1010	Overhead & Profit	\$592.48	\$592.48	\$592.48	100.00%	\$0.00	\$0.00	\$29.62	1010
3010	Concrete Foundations	\$8,646.00	\$8,646.00	\$8,646.00	100.00%	\$0.00	\$0.00	\$432.30	3010
	Change Order # 6 Subtotal	\$9,238.48	\$9,238.48	\$9,238.48	100.00%	\$0.00	\$0.00	\$461.92	
Approved Change Order #7									
1010	Overhead & Profit	\$339.79	\$339.79	\$339.79	100.00%	\$0.00	\$0.00	\$16.99	1010

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PAYMENT APPLICATION DETAILS

APPLICATION AND CERTIFICATION FOR PAYMENT

Contractor's signed certification is attached.

S.M. Wilson & Co.

APPLICATION NO: 6 Details Page 5 of 53

APPLICATION DATE: 5-Nov-08

PERIOD TO: 5-Nov-08

Harker Heights, TX ##3882

A ITEM NO.	B DESCRIPTION OF WORK	C CONTRACT VALUE	D WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	E TOTAL COMPLETED TO DATE (D + E)	F % (F ÷ C)	G BALANCE TO FINISH (C - F)	H RETAINAGE 0.0%	I AMOUNT DUE THIS PERIOD (E less .0%)	J ITEM NO.
3010	Concrete Foundations	\$4,854.15	\$4,854.15	\$4,854.15	100.00%	\$0.00	\$0.00	\$242.71	3010
	Change Order # 7 Subtotal	\$5,193.94	\$5,193.94	\$5,193.94	100.00%	\$0.00	\$0.00	\$259.70	
1010	Approved Change Order #8	\$89.11	\$89.11	\$89.11	100.00%	\$0.00	\$0.00	\$4.46	1010
5010	Overhead & Profit	\$1,273.00	\$1,273.00	\$1,273.00	100.00%	\$0.00	\$0.00	\$63.65	5010
	Change Order # 8 Subtotal	\$1,362.11	\$1,362.11	\$1,362.11	100.00%	\$0.00	\$0.00	\$68.11	
1010	Approved Change Order #9	\$246.61	\$246.61	\$246.61	100.00%	\$0.00	\$0.00	\$12.33	1010
6090	Overhead & Profit	\$3,523.08	\$3,523.08	\$3,523.08	100.00%	\$0.00	\$0.00	\$176.15	6090
	Change Order # 9 Subtotal	\$3,769.69	\$3,769.69	\$3,769.69	100.00%	\$0.00	\$0.00	\$188.48	
1010	Approved Change Order #10	\$6.05	\$6.05	\$6.05	100.00%	\$0.00	\$0.00	\$0.30	1010
1005	Overhead & Profit	\$86.52	\$86.52	\$86.52	100.00%	\$0.00	\$0.00	\$4.33	1005
	Change Order # 10 Subtotal	\$92.57	\$92.57	\$92.57	100.00%	\$0.00	\$0.00	\$4.63	
1010	Approved Change Order #11	\$161.38	\$161.38	\$161.38	100.00%	\$0.00	\$0.00	\$8.07	1010
8080	Overhead & Profit	\$443.00	\$443.00	\$443.00	100.00%	\$0.00	\$0.00	\$22.15	8080
1005	Glass & Glazing	\$1,862.55	\$1,862.55	\$1,862.55	100.00%	\$0.00	\$0.00	\$93.13	1005
	Change Order # 11 Subtotal	\$2,466.93	\$2,466.93	\$2,466.93	100.00%	\$0.00	\$0.00	\$123.35	
	APPROVED CHANGE ORDER TOTALS	\$56,954.21	\$55,181.92	\$56,954.21	100.00%	\$0.00	\$0.00	\$2,817.71	
	GRAND TOTALS	\$1,125,954.21	\$1,124,181.92	\$1,125,954.21	100.00%	\$0.00	\$0.00	\$56,267.71	

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DEVELOPMENT

APR 16 2008

**Agreement Between
Owner and Contractor -
Stipulated Sum**

REV. October 18, 2006
(CCSTIPSM)

RECEIVED

APR 22 2008

S.M. WILSON & CO.

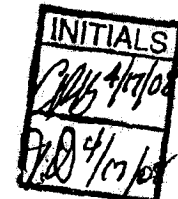
AGREEMENT # made as of the 3rd day of March, in the year 2008.

BETWEEN the Owner: Circuit City Stores, Inc.
(Name and Address) 9950 Mayland Drive
Richmond, Virginia 23233

and the Contractor: S. M. Wilson & Company
(Name and Address) 2185 Hampton Avenue
St. Louis, MO 63139

The Project is: 1551 N. Highway 287
(Name and Location) Mansfield, TX 76063

The Architect is: WD Partners
(Name and Address) 909 Lake Carolyn Parkway, Suite 600
Irving, TX 75039



STIPULATED SUM CONTRACT
CIRCUIT CITY STORE #3809
MANSFIELD, TX
S. M. WILSON & COMPANY
MARCH 14, 2008

Page 1

COO

The Owner and Contractor agree as set forth below.

ARTICLE 1
THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 7.

ARTICLE 2
THE WORK OF THIS CONTRACT

The Contractor shall execute the entire Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others, or as follows:

ARTICLE 3
DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3.1 The date of commencement is the date from which the Contract Time is measured, and shall be the date of this Agreement, as first written above, unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

START OF CONSTRUCTION - 4/14/2008 /

Unless the date of commencement is established by a notice to proceed issued by the Owner, the Contractor shall notify the Owner in writing not less than five days before commencing the Work.

3.2 The Contractor shall achieve substantial Completion of the entire Work (the "Date of Substantial Completion") not later than

DATE OF SUBSTANTIAL COMPLETION (TURNOVER) - 8/19/2008 /

, subject to adjustments of this Contract Time as provided in the Contract Documents.

ARTICLE 4 **CONTRACT SUM**

4.1 The Owner shall pay the Contractor in current funds for the Contractor's performance of the Contract the fixed, stipulated Contract Sum of Nine Hundred Fifty-One Thousand, Five Hundred Forty Dollars (\$ 951,540), subject to additions and deductions as provided in the Contract Documents.

4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
See Exhibit G – Letter of Intent

4.3 Unit prices, if any, are as follows
See Exhibit D – Bid Breakdown

4.4 In the case of additive or deductive Work authorized under Article 12 of the General Conditions of the Contract for Construction, Contractor's markups shall be limited to Seven percent (7%) for profit and overhead, and Subcontractor's markups shall be limited to Fifteen percent (15%) for profit, and overhead in accordance with Article 5 of the General Conditions.

ARTICLE 5 **PROGRESS PAYMENTS**

5.1 Based upon Applications for Payment submitted to the Owner by the Contractor, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and in accordance with the General Conditions.

5.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

5.3 Provided an Application for Payment is received by Owner, and such Application for Payment conforms in all respects to the requirements set forth in the General Conditions, Owner shall make payment to Contractor as provided in the General Conditions.

5.4 Each Application for Payment shall be based upon the Schedule of Values submitted by the Contractor in accordance with the Contract Documents. The Schedule of Values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment.

5.5 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

5.6 Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed in accordance with the General Conditions.

ARTICLE 6
FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when (1) the Contract has been fully performed by the Contractor except for the Contractor's responsibility to correct nonconforming Work as provided in the General Conditions and to satisfy other requirements, if any, which necessarily survive final payment; and (2) Contractor has satisfied all other conditions precedent as set forth in the General Conditions. Final payment shall not be made any sooner than thirty (30) days after the Date of Final Completion of the Work as specified in the General Conditions. Contractor shall be solely responsible for assuring full compliance with all local laws, and Contractor agrees to defend and indemnify Owner from and against all actions, claims and demands relating to or arising out of Contractor's performance or failure to perform under this Agreement.

ARTICLE 7
ENUMERATION OF CONTRACT DOCUMENTS

7.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

7.1.1 The Agreement is this executed Agreement Between Owner and Contractor - Stipulated Sum.

7.1.2 The General Conditions are the Circuit City Stores, Inc. General Conditions of the Contract for Construction August 30, 2006, Revision., Exhibit A, attached hereto.

7.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated and are as follows:

SEE EXHIBIT B DRAWINGS and SPECIFICATIONS

7.1.4 The Specifications are those contained in the Project Manual dated as in Subparagraph 7.1.3, and are as follows:

SEE EXHIBIT B DRAWINGS and SPECIFICATIONS

7.1.5 The Drawings are as follows, and are dated unless a different date is shown below:

SEE EXHIBIT B DRAWINGS and SPECIFICATIONS

7.1.6 The addenda, if any, are as follows:

SEE EXHIBIT G - LETTER OF INTENT

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Portions of addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 7.

7.1.7 Other documents, if any, forming part of the Contract Documents are as follows:

EXHIBIT B-1	EXCLUSIONS and CLARIFICATIONS
EXHIBIT B-2	PRE-BID MEETING MINUTES DATED 2/28/2008
EXHIBIT B-3	ADDITIONAL PRICING AND CLARIFICATIONS, DATED 3/07/2008
EXHIBIT D	BID FORM
EXHIBIT E	INSURANCE
EXHIBIT F	NOTICE TO PROCEED
EXHIBIT G	LETTER OF INTENT
EXHIBIT H	INVITATION TO BID

This Agreement is entered into as of the day and year first written above and is executed in at least three original copies of which one is to be delivered to the Contractor, one to the Architect, and the remainder to the Owner.

OWNER

CONTRACTOR

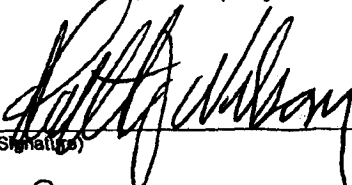
CIRCUIT CITY STORES, INC.


(Signature)

Steven Wilkerson
(Printed Name)

VP of Construction
(Title)

S. M. Wilson & Company


(Signature)

Scott J. Wilson
(Printed Name)

President
(Title)

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EXHIBIT A

GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

dated MARCH 14, 2008, between

CIRCUIT CITY STORES, INC. ("Owner"),

and S. M. Wilson & Company ("Contractor")

REV. January 31, 2007

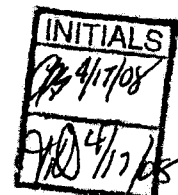


Exhibit A
CIRCUIT CITY STORE #3809
MANSFIELD, TX
S. M. WILSON & COMPANY
MARCH 14, 2008

PAGE 1

TABLE OF CONTENTS

1. WORK TO BE PERFORMED, DOCUMENTS FORMING THE AGREEMENT, AND DEFINITIONS.....	2
2. DUTIES OF CONTRACTOR.....	4
3. DUTIES OF OWNER.....	7
4. CONTRACT SUM AND COST OF CONSTRUCTION.....	8
5. CHANGES IN THE WORK.....	8
6. PAYMENT BY OWNER.....	10
7. TIME OF THE WORK.....	12
8. CONTRACTOR'S DEFENSE, INDEMNIFICATION, WARRANTIES AND GUARANTEES.....	14
9. INSURANCE.....	17
10. OWNERSHIP OF THE WORK.....	20
11. ACCOUNTING, INSPECTION AND AUDIT.....	20
12. DISPUTE RESOLUTION.....	21
13. TERMINATION OF AGREEMENT.....	22
14. TEMPORARY CONSTRUCTION FACILITIES.....	23
15. USE OF SITE AND PREMISES.....	24
16. SUBMITTALS TO OWNER.....	25
17. SHOP DRAWINGS.....	26
18. SAMPLES.....	27
19. RECORD DRAWINGS AND MAINTENANCE INSTRUCTIONS.....	28
20. MATERIALS AND EQUIPMENT.....	28
21. SUBSTITUTION OF MATERIAL.....	29
22. WORKERS AND WORKMANSHIP.....	30
23. INSPECTION OF WORK AND TESTING OF MATERIALS.....	30
24. CORRECTION OF WORK.....	31
25. CUTTING AND PATCHING.....	32
26. CLEAN-UP.....	33
27. PROTECTION OF THE WORK.....	33
28. PROTECTION OF PERSONS AND PROPERTY.....	34
29. FIRE PRECAUTIONS AND PROTECTION.....	35
30. ENVIRONMENTAL CONTROL.....	36
31. MISCELLANEOUS.....	36

1. **Work To Be Performed, Documents Forming The Agreement, and Definitions**

1.1 Contractor shall provide, perform and/or cause to be provided or performed all of the "Work," set forth in Article 2 of the Agreement. The "Work" includes the following:

- (a) All of the labor, materials (including associated purchase orders and subcontracts), equipment and services necessary for the proper management, construction and completion of the Project in accordance with the Contract Documents and the "Construction Documents" (as defined below);
- (b) All work shown on the Drawings;
- (c) All improvements in connection with the Project and all site work for the Project;
- (d) The "Subcontracted Work" and the "General Contractor Work," both as defined below;
- (e) All other items to be performed or provided under the terms hereof by the Contractor or designated herein as included in the Work; and
- (f) All other work necessary or appropriate to construct the Project in accordance with the Contract Documents, excluding only work marked "NIC" on the Drawings and Specifications and the items listed as "Exclusions" on Exhibit B-1 attached to and made a part of the Agreement.

1.2 The terms "Subcontracted Work" and "General Contractor Work" shall have the following meanings:

- (a) "Subcontracted Work" shall mean all Work not performed by Contractor's own personnel.
- (b) "General Contractor Work" shall mean all Work to be performed, supervised or directed by Contractor's own personnel of whatever nature; purchase orders for General Contractor Work; all Work recognized as being the responsibility of the general contractor under the Agreement; the payment and performance by General Contractor of all of its obligations under the Agreement including those set forth in Section 4 hereof; and such other work as shall be necessary for the proper management, layout, direction and supervision of all Subcontracted Work.

1.3 Any written change to this Agreement shall be in writing and signed by Owner and Contractor and, when so signed, shall constitute a "Change Order" binding on the parties hereto, shall become part of this Agreement and, where inconsistent herewith, shall amend the Agreement. Changes in the Work and "Change Orders" shall be handled as set forth in Section 5, herein.

1.4 The "Contract Documents" are those documents set forth in Article 1 of the Agreement, and further enumerated in Article 7 of the Agreement.

1.5 The "Architect" is the person or organization licensed to practice architecture and identified in the Agreement, and shall be deemed to include the Architect's duly authorized representatives, including engineers on the Architect's staff and consultants and engineers employed by the Architect. The Architect shall at all times have access to the Work wherever it is in preparation and progress. The Contractor shall provide access so the Architect may perform his functions under his agreement with the Owner. The Architect will review shop drawings, samples and other construction data, and may, as requested by Owner, render decisions regarding the design and other elements specified by or within the Architect's area of expertise. Nothing contained in the Contract Documents shall create any contractual relationship between the Architect and the Contractor. The Architect will not be responsible for the acts or omissions of the Contractor, any subcontractors, any of their agents or employees or any other persons performing any

of the Work. The Architect will not be responsible for construction means, methods, techniques, sequences or procedures, nor for safety precautions, including requirements of OSHA or programs in connection with the Work, and he will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

1.6 A "subcontractor" is a person or organization who has a direct contract with the Contractor to perform any of the Work on the Project. A sub-subcontractor is a person or organization who has a direct or indirect contract with a subcontractor to perform any of the Work on the Project. Where the context so requires or suggests, the term "subcontractor" shall also be deemed to refer to sub-subcontractors. The terms subcontractor and sub-subcontractor are referred to throughout the Contract Documents as if singular in number and masculine in gender, and mean a subcontractor or sub-subcontractor, as the case may be, and its respective authorized representatives.

1.7 Contractor agrees, with respect to any items or trades treated as an allowance under the "Contract Sum", as hereinafter defined, (i) to work closely with Owner and the Architect to reduce any allowance quotation submitted by Contractor, (ii) to re-bid major trades and subcontracts when requested by Owner, (iii) to suggest to Owner changes which Contractor believes will result in a lower cost for such allowance items and (iv) to provide Owner and its representatives (including the Architect) with full access to all information underlying Contractor's calculation of such allowance.

1.8 In general, Drawings shall show dimensions, positions, materials and kinds of construction. Specifications shall describe quality of materials, workmanship and methods. Work called for on the Drawings and not mentioned in the Specifications, or vice versa, shall be performed as though fully set forth in both. Work not particularly detailed, marked or specified shall be the same as similar parts that are detailed, marked or specified. Should Contractor become aware of an error in the Specifications or Drawings, or in work by others affecting this Work, the Contractor shall at once notify in writing the Owner who will issue instructions as to procedure. If the Contractor proceeds with the Work based on any such error of which Contractor is aware, of if which in the exercise of reasonable care and diligence should be aware, without instructions from the Owner, the Contractor shall correct, at no cost to Owner, any resulting damage or defects. This includes Specification typographical errors and Drawing notational errors where the intent is doubtful. Figured dimensions on scale Drawings and on full-size Drawings shall govern. In the event of a conflict between the Specifications and the Drawings, regarding material, quality, size, shape or dimension, the Specifications shall govern.

1.8.1 Contractor shall visit the site, familiarize himself with the local conditions under which the Work is to be performed and correlate his observations with the requirements of the Contract Documents.

1.8.2 The Contract Documents are complementary and what is required by any one shall be as binding as if required by all. The intention of the Contract Documents is to include all labor, materials, equipment and other items as provided herein necessary for the proper execution and completion of the Project. It is intended that Work not covered under any heading, section, branch, class or trade of the Specifications shall be supplied if it is required elsewhere in the Contract Documents or is reasonably inferable as being necessary to produce the intended results. Words which have well-known technical or trade meanings are used herein in accordance with such recognized meanings.

1.9 As used herein, the terms "days" shall mean calendar days.

2. Contractor Duties

2.1 The relationship of Contractor with Owner shall be that of an independent contractor. However, Contractor recognizes the relationship of trust and confidence established by the Agreement and agrees to furnish its best skill and judgment and to cooperate with Owner, the Architect and such other consultants as may be engaged by Owner in pursuing the best interests of Owner. Contractor agrees to furnish efficient business